

Exhibit 1

KAREN RIAPOS - 06/03/2022

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NANNETTE BASSA,)
)
Plaintiff,)
)
vs.) No. 2:21-CV-007540-MLP
)
BRAND SHARED SERVICES, LLC,)
)
Defendant.)
)

REMOTE VIDEOCONFERENCE DEPOSITION UPON ORAL EXAMINATION
OF
KAREN RIAPOS

Taken via Zoom at: Kennesaw, Georgia

DATE TAKEN: June 3, 2022

REPORTED BY: ELIZABETH PATTERSON HARVEY, RPR, CCR 2731

KAREN RIAPOS – 06/03/2022

<p>2</p> <p>1 A P P E A R A N C E S:</p> <p>2 FOR THE PLAINTIFF:</p> <p>3 Alexander J. Higgins</p> <p>4 alex@alexjhiggins.com</p> <p>5 Law Offices of Alex J. Higgins</p> <p>6 2200 Sixth Avenue Ste 500</p> <p>7 Seattle, Washington 98121</p> <p>8 206.340.4856</p> <p>9</p> <p>10 Cody Fenton-Robertson</p> <p>11 cody@beanlawgroup.com</p> <p>12 Bean Law Group</p> <p>13 2200 Sixth Avenue, Suite 600</p> <p>14 Seattle, Washington 98121</p> <p>15 206.522.0618</p> <p>16</p> <p>17 FOR THE DEFENDANT:</p> <p>18 Emma Kazaryan</p> <p>19 ekazaryan@seyfarth.com</p> <p>20 Seyfarth</p> <p>21 999 Third Avenue</p> <p>22 Suite 4700</p> <p>23 Seattle, Washington 98104</p> <p>24 206.946.4910</p> <p>25</p> <p>15 * * * * *</p>	<p>4</p> <p>1 EXHIBIT INDEX</p> <p>2 EXHIBITS FOR IDENTIFICATION PAGE</p> <p>3</p> <p>4 Exhibit 12 December 8-10, 2020 email chain</p> <p>5 (BRAND00718-722) 91:13</p> <p>6 Exhibit 13 January 5-8, 2021 email chain</p> <p>7 (BRAND000087-089) 96:5</p> <p>8 Exhibit 14 June 4, 2020 email chain</p> <p>9 (BRAND004412) 110:21</p> <p>10 Exhibit 15 March 23 - June 17, 2021 email</p> <p>11 chain (BRAND001436-447) 114:15</p> <p>12 Exhibit 16 June 24, 2020 emails (BRAND004720,</p> <p>13 4697, 4702) 116:21</p> <p>14 Exhibit 17 June 2020 emails (BRAND004523,</p> <p>15 4681) 123:12</p> <p>16 Exhibit 18 June 8 - 16, 2020 email chain</p> <p>17 (BRAND004529-533) 125:21</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p>3</p> <p>1 I N D E X</p> <p>2 DEPOSITION OF KAREN RIAPOS</p> <p>3 EXAMINATION INDEX</p> <p>4 EXAMINATION BY: PAGE:</p> <p>5 ATTORNEY HIGGINS: 5:19</p> <p>6 EXHIBIT INDEX</p> <p>7 EXHIBITS FOR IDENTIFICATION PAGE</p> <p>8 Exhibit 1 Defendant's Objections and</p> <p>9 Responses to Plaintiff's First</p> <p>10 Interrogatories and Requests for</p> <p>11 Production 25:10</p> <p>12 Exhibit 2 November 25 - December 11, 2020</p> <p>13 email chain (BRAND001777-778) 41:13</p> <p>14 Exhibit 3 December 13, 2019 email chain</p> <p>15 (BRAND002513-515) 45:16</p> <p>16 Exhibit 4 February 4, 2021 email chain</p> <p>17 (BRAND001586) 49:25</p> <p>18 Exhibit 5 December 4, 2019 email with</p> <p>19 attachment (BRAND002001-2003) 54:14</p> <p>20 Exhibit 6 Draft VINDLY Project Plan</p> <p>21 (BRAND003612-615) 60:6</p> <p>22 Exhibit 7 August 4, 2020 email with</p> <p>23 attachment (BRAND004930-4939) 62:10</p> <p>24 Exhibit 8 August 14, 2020 email with</p> <p>25 attachment (BRAND004986-005003) 72:18</p> <p>26 Exhibit 9 September 21 - 23, 2020 email</p> <p>27 chain (BRAND001637-639) 74:5</p> <p>28 Exhibit 10 July 21, 2020 email</p> <p>29 (BRAND004807-808) 77:20</p> <p>30 Exhibit 11 September 25-28, 2020 email chain</p> <p>31 (BRAND001613-616) 82:19</p>	<p>5</p> <p>1 Kennesaw, Georgia June 3, 2022</p> <p>2 9:00 a.m.</p> <p>3 -o0o-</p> <p>4</p> <p>5 KAREN RIAPOS, witness herein, having been first duly</p> <p>6 sworn on oath, was examined and</p> <p>7 testified as follows:</p> <p>8</p> <p>9 THE CERTIFIED COURT REPORTER: Will</p> <p>10 counsel please stipulate to the validity and agreement to</p> <p>11 the remote proceedings today.</p> <p>12 ATTORNEY HIGGINS: Yes. On behalf of</p> <p>13 plaintiff, Nannette Basa, we stipulate.</p> <p>14 THE CERTIFIED COURT REPORTER: And for</p> <p>15 defendant?</p> <p>16 ATTORNEY KAZARYAN: Yes. On behalf of</p> <p>17 defendant, Brand Shared Services, we stipulate.</p> <p>18</p> <p>19 EXAMINATION</p> <p>20 BY ATTORNEY HIGGINS:</p> <p>21 Q (By Attorney Higgins) Ms. Riapos, how do you</p> <p>22 pronounce your last name?</p> <p>23 A Riapos.</p> <p>24 Q Ms. Riapos. Okay. Thank you for that.</p> <p>25 My name is Alex Higgins. I represent Nannette</p>

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<p>54</p> <p>1 A Well, once nextSource started, yeah. So from</p> <p>2 April 2021, moving forward, we were able to track the</p> <p>3 savings that nextSource had provided.</p> <p>4 Q Okay. Got it.</p> <p>5 All right. Let's just take a break now.</p> <p>6 A Okay.</p> <p>7 ATTORNEY HIGGINS: Let's go off the</p> <p>8 record.</p> <p>9 (Recess.)</p> <p>10 ATTORNEY HIGGINS: All right. Cody, have</p> <p>11 you uploaded 2001?</p> <p>12 ATTORNEY FENTON-ROBERTSON: I have now.</p> <p>13 Exhibit 5.</p> <p>14 (Exhibit Number 5 marked.)</p> <p>15 Q (By Attorney Higgins) All right. Can you take</p> <p>16 a look at that and let me know when you have it open.</p> <p>17 A Sure.</p> <p>18 I have it open.</p> <p>19 Q Just take a look at all three pages and tell me</p> <p>20 if you think you've seen this before. Or do you recall</p> <p>21 this document, I guess, is a better question?</p> <p>22 A Yeah. Vaguely. Yeah.</p> <p>23 Q Is it your understanding from the email that</p> <p>24 Mary Ann Goulding sent you that Nannette Basa had created</p> <p>25 this Brand Recruiting Life Cycle Process?</p>	<p>56</p> <p>1 A I believe so.</p> <p>2 Q Is that still the process?</p> <p>3 A No.</p> <p>4 Q "Yes"?</p> <p>5 A No. Sorry.</p> <p>6 Q Oh, what is the process now?</p> <p>7 A It depends on the role, and it depends on if</p> <p>8 it's a replacement or an add to staff. And so the SLT</p> <p>9 gets involved with some if they're new or budgeted, like</p> <p>10 additions. But replacements, they're not always</p> <p>11 involved.</p> <p>12 Q Okay. And then it's down -- the next one down</p> <p>13 is Build Recruitment Strategy.</p> <p>14 Do you see that?</p> <p>15 A I do, yes.</p> <p>16 Q And it says, "Always post to Direct Employers,</p> <p>17 300-plus sites, for EEO compliance purposes."</p> <p>18 Do you know what that means?</p> <p>19 A Yeah. Direct Employers is our job aggregator.</p> <p>20 So when we post jobs there, it posts to our careers page</p> <p>21 and over 300 sites around the country.</p> <p>22 Q And do you know what is meant by "for EEO</p> <p>23 compliance purposes"?</p> <p>24 A Yeah. We use Direct Employers to manage, to</p> <p>25 make sure we're posting jobs in places that will get</p>
<p>55</p> <p>1 A I assume they kind of worked on it together.</p> <p>2 Q Okay. And if you look at the second page of</p> <p>3 this exhibit, which is the Brand Recruiting Life Cycle</p> <p>4 Process, it says "Receive Request for New Requisition."</p> <p>5 And that's the first bullet point.</p> <p>6 And then underneath, "Receive directly from</p> <p>7 hiring manager."</p> <p>8 Do you see that?</p> <p>9 A Yep.</p> <p>10 Q And then the third bullet is, "Receive request</p> <p>11 by Nannette to work on a campaign."</p> <p>12 A Yep.</p> <p>13 Q Do you know what that means?</p> <p>14 A I don't.</p> <p>15 Q And then down below, underneath New Requisition</p> <p>16 Intake Discussion, about halfway down the bullet points,</p> <p>17 it says, "TA cannot begin recruiting until approved by</p> <p>18 SLT."</p> <p>19 Do you see that?</p> <p>20 A Yes.</p> <p>21 Q What's SLT?</p> <p>22 A Senior leadership team.</p> <p>23 Q Is that true, that talent acquisition couldn't</p> <p>24 begin recruiting anything until the senior leadership</p> <p>25 team of the site had approved that?</p>	<p>57</p> <p>1 underrepresented people for candidates.</p> <p>2 Q And is that requirement to do?</p> <p>3 A Yes, it is.</p> <p>4 Q And who requires that?</p> <p>5 A We're a federal contractor, so the federal</p> <p>6 government.</p> <p>7 Q Why didn't you post the recruiting positions</p> <p>8 for which you hired Nicole Norris and Ryan Wilson to the</p> <p>9 Direct Employers site?</p> <p>10 A Because at the time, when we would post to</p> <p>11 Direct Employers, candidates would send us an email with</p> <p>12 their resume. And since I had already reached out to</p> <p>13 Ryan and Nicole directly, there was no reason for them to</p> <p>14 apply to the position.</p> <p>15 Q Right. But for EEO compliance purposes, why</p> <p>16 didn't you get -- advertise the position in a broad area</p> <p>17 of the country?</p> <p>18 A Because we already had identified two</p> <p>19 candidates, who I had previously worked with, so we</p> <p>20 already knew their work product.</p> <p>21 Q Is Ryan white?</p> <p>22 A Ryan Wilson? I'm sorry?</p> <p>23 Q Is Ryan Wilson white?</p> <p>24 A Yes.</p> <p>25 Q Is Nicole Norris white?</p>

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<p style="text-align: right;">94</p> <p>1 who manages our careers page. So we post jobs through 2 DirectEmployers to show up on our career's page. 3 Q Got it. Okay. I'm sorry. I interrupted. Go 4 ahead. 5 A No, no. That's fine. 6 You know, we had given her some other projects: 7 Updating offer letter templates, updating applications, 8 you know, around the organizations of the U.S., things 9 like that, other recruitment-operations-type work. 10 Q Did she also respond to the general inquiries 11 to HR through the website? 12 A I don't know. 13 Q Okay. What about VNDLY tech support 14 issues? Did she do that? 15 A I believe she opened up tickets with VNDLY. 16 Q Who did that after she left? 17 A I don't know. Me, maybe, if there were issues. 18 ATTORNEY HIGGINS: Let's upload 87 as an 19 exhibit. 20 ATTORNEY FENTON-ROBERTSON: You've got to 21 give me a second on that one. I did not have that one 22 prepared, I don't think, so. 23 ATTORNEY HIGGINS: Just to let you know, 24 it's 87 through 89. 25 ATTORNEY KAZARYAN: Would now be a good</p>	<p style="text-align: right;">96</p> <p>1 THE WITNESS: Always, yes. 2 Q (By Attorney Higgins) All right. You've got a 3 document there. 4 A Okay. 5 (Exhibit Number 13 marked.) 6 Q (By Attorney Higgins) All right. So this is a 7 series of emails, and the third page is a separate email. 8 I want to start with that one. 9 It looks like it is an interview with Wes 10 Powell that was being set up on December 8, 2020, by 11 Nicole Norris. 12 Do you see that? 13 You have to look at the bottom part to find the 14 December 8 reference. December 8, 2020, 10:18 a.m. is 15 when she's sending out what I think is an invite -- 16 A Yes. 17 Q -- for an interview that takes place on Monday, 18 September 14. 19 Do you see that? 20 A Yes, I do. 21 Q Do you know how Wes Powell came to your 22 attention or Nicole's attention as a potential contract 23 recruiter? 24 A I don't remember now. 25 Q Okay. Is Wes Powell white?</p>
<p style="text-align: right;">95</p> <p>1 time to take a break, or do you want to get through this 2 one and then break? 3 ATTORNEY HIGGINS: I think we should take 4 a longer break in a minute because I didn't know whether 5 Ms. Riapos was going to say there were performance 6 issues, so I had this stack of documents that were sort 7 of potential performance-issue exhibits. And if she said 8 performance was not an issue, I wasn't going to ask her 9 about them. But now I need to kind of go through them 10 and maybe have Cody ready to upload them. 11 So why don't we just take another five 12 minutes on this document and then take a longer, like, a 13 lunch break? Is that okay to take an earlier lunch 14 break, Emma? 15 And then we can come back and finish up, 16 you know, like from noon to -- I mean, this is not going 17 to take a lot longer. I think we will be done well 18 before 2:00 p.m. 19 ATTORNEY KAZARYAN: Okay. That sounds 20 good. That's fine with me. 21 Karen, is that okay with you? 22 THE WITNESS: Yes. 23 ATTORNEY KAZARYAN: Okay. Sounds good. 24 ATTORNEY HIGGINS: Do you have things you 25 can do, Karen, to keep busy?</p>	<p style="text-align: right;">97</p> <p>1 A I don't know. I'm not sure. He never worked 2 in the office with us. 3 Q Okay. So then he -- it looks like if we go to 4 page 2 of the exhibit, it looks like the -- there's a 5 recommendation, I think, or a proposal from Nicole to 6 hire him on a six-month contract at a rate of 45.67 per 7 hour. 8 Do you see that? 9 A I do, yes. 10 Q Which would equate to \$95,000 a year, correct? 11 A Yes. 12 Q All right. And then ultimately that got 13 approved, correct? 14 A It did, yes. 15 Q And does that refresh your recollection as to 16 whether he worked for four months or six months or what 17 have you? 18 A No. I don't think he started until February, 19 but I don't -- I don't remember. 20 Q Was there any thought to asking whether 21 Nannette Basa wanted to serve as a contract recruiter for 22 six months? 23 A No. 24 Q Why not? 25 A We had just let her go. She had said she</p>

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<p>98</p> <p>1 didn't want to be a recruiter. She really hadn't thought 2 about it.</p> <p>3 Q Do you think she could have done the job?</p> <p>4 A No.</p> <p>5 Q Why not?</p> <p>6 A Just based on a lot of the feedback we had 7 received from managers across the organization, I don't 8 think she would have been successful in those roles.</p> <p>9 Q Who were the managers across the organization 10 that provided negative feedback about Nannette?</p> <p>11 A Mike Krach, who's an RVP. 12 Jerry Dolly, who was a president of one of our 13 business units. 14 Let's see. Who else? Jay Fisher, who was our 15 CIO.</p> <p>16 Q Anyone else?</p> <p>17 A Not that I can recall off the top of my head, 18 no.</p> <p>19 Q Do you have any documents that would help 20 refresh your recollection?</p> <p>21 A I don't know. I'd have to go back and look.</p> <p>22 Q Did you take notes of any of these performance 23 issues?</p> <p>24 A Not that I remember. I think we would have 25 talked about them in our one-on-one.</p>	<p>100</p> <p>1 and short with her answers, so I don't think it's going 2 to take very long.</p> <p>3 ATTORNEY KAZARYAN: Okay. Sounds good.</p> <p>4 ATTORNEY HIGGINS: But I don't want to 5 overpromise and say it should be 1:15 and then it's 6 actually 2:00. All right?</p> <p>7 ATTORNEY KAZARYAN: Okay. See you at 8 noon.</p> <p>9 ATTORNEY HIGGINS: Thanks.</p> <p>10 (Recess.)</p> <p>11 Q (By Attorney Higgins) Back on the record. 12 Ms. Riapos, are you familiar with a PIP, or a 13 performance improvement plan?</p> <p>14 A Yes.</p> <p>15 Q Have you ever used that tool in your career in 16 HR?</p> <p>17 A Yes, I have.</p> <p>18 Q And under what circumstances have you used a 19 PIP?</p> <p>20 A I had somebody on my team that was under -- not 21 performing.</p> <p>22 Q And about how many times have you used a PIP?</p> <p>23 A I don't recall. A few.</p> <p>24 Q Are there other ways to document performance 25 without a formal PIP?</p>
<p>99</p> <p>1 Q Okay. And did you take notes after your 2 one-on-ones with Nannette?</p> <p>3 A Not that I remember.</p> <p>4 Q Would you have taken notes of any other 5 significant concerns you had with Nannette or 6 conversations you had with Nannette?</p> <p>7 A No. They were mostly emails, so...</p> <p>8 Q Do you have any handwritten notes that you keep 9 in your office?</p> <p>10 A No.</p> <p>11 Q How about typed notes you might keep on your 12 computer?</p> <p>13 A No.</p> <p>14 Q All right. We can go through the concerns 15 raised by these people, but I think it makes more sense 16 to wait and do that after the break, after lunch, and 17 then I'll get these other documents uploaded and we can 18 talk about those as well.</p> <p>19 So shall we just come back at noon? Top of the 20 hour?</p> <p>21 ATTORNEY KAZARYAN: Yes. And I think you 22 also said you think you will be done then by about 2:00 23 our time?</p> <p>24 ATTORNEY HIGGINS: Yes. I mean, it might 25 not even be that long. Like I said, Karen is very direct</p>	<p>101</p> <p>1 A Yes.</p> <p>2 Q What are those other ways?</p> <p>3 A Email.</p> <p>4 Q Other kinds of letters of counseling, or have 5 you ever used things like that?</p> <p>6 A No, I haven't.</p> <p>7 Q Okay. But just email --</p> <p>8 A Mm-hm.</p> <p>9 Q -- to let somebody know that their performance 10 is falling short is one way to document, right?</p> <p>11 A Sure. Yep.</p> <p>12 Q And then you could also do a more formal 13 document like a PIP, right?</p> <p>14 A Yes.</p> <p>15 Q Okay. So I want to talk about some of the 16 concerns you heard from people. And I think you 17 identified Jerry Dolly, Jay Fisher, and Mike Krach.</p> <p>18 Did you think of anybody else while we were on 19 lunch break?</p> <p>20 A No.</p> <p>21 Q What did you hear from Jerry Dolly?</p> <p>22 A He had wanted to hire somebody onto his team 23 and had reached out to Nannette -- I don't know -- maybe 24 in January, and he didn't get any resolution until close 25 to April.</p>

Exhibit 2

Kazaryan, Emma J.

From: Norris, Nicole <nnorris@brandsafway.com>
Sent: Friday, January 8, 2021 7:58 AM
To: Riapos, Karen
Subject: RE: Contractor

Wes officially accepted this morning and is going to start his drug/background with Bolton group today. Once he clears for hire, he will resign and we will determine start date based on whether his current company wants him to work through a two week notice or not.

Nicole Norris | Senior Manager, Global Talent Acquisition
BrandSafway | 678.214.3297 | nnorris@brandsafway.com

From: Riapos, Karen <kriapos@brandsafway.com>
Sent: Thursday, January 7, 2021 3:36 PM
To: Norris, Nicole <nnorris@brandsafway.com>
Subject: RE: Contractor

Great news! I'm going to have him report to you.

From: Norris, Nicole <nnorris@brandsafway.com>
Sent: Thursday, January 7, 2021 3:26 PM
To: Riapos, Karen <kriapos@brandsafway.com>
Subject: RE: Contractor

Karen, I extended the verbal offer to Wes. He is very excited and is going to run it all by his wife tonight and call me in the morning with a final. He said it will probably be a yes but he just wanted to run it by her to avoid getting in trouble.

Nicole Norris | Senior Manager, Global Talent Acquisition
BrandSafway | 678.214.3297 | nnorris@brandsafway.com

From: Riapos, Karen <kriapos@brandsafway.com>
Sent: Wednesday, January 6, 2021 10:24 PM
To: Norris, Nicole <nnorris@brandsafway.com>
Subject: RE: Contractor

Nicole – We have approval to move forward with an offer to Wes. I have created the position in VNDLY and have sent it to the Bolton group. Let me know what you need from me. Thanks,

Karen

From: Norris, Nicole <nnorris@brandsafway.com>
Sent: Tuesday, January 5, 2021 5:53 PM
To: Riapos, Karen <kriapos@brandsafway.com>
Subject: RE: Contractor

Karen,

Candidate: Wes Powell.

-Bachelor Degree, Business. University of Georgia.

-6 years of recruiting experience in agency environments.

Length: 6 months with potential to go perm.

Agency: Recommend payrolling through Bolton Group to provide benefits.

Pay Rate: \$45.67

Bill Rate: \$58.45 (28% markup. Includes benefits.)

Perm Salary: \$95,000

Let me know if you have any questions or need anything else.

Nicole Norris | Senior Manager, Global Talent Acquisition

BrandSafway | 678.214.3297 | nnorris@brandsafway.com

From: Riapos, Karen <kriapos@brandsafway.com>

Sent: Tuesday, January 5, 2021 3:10 PM

To: Norris, Nicole <nnorris@brandsafway.com>

Subject: Contractor

Nicole – Can you send me the details for the contract recruiter we want to hire? I need to get approval. Thanks,.

Karen

Karen Riapos | Director, Talent Acquisition

Brand Industrial Services | 1325 Cobb International Dr. Suite A-1 | Kennesaw, GA 30152

BRAND>SAFWAY.

P: 678.214.4557 | C: 470.249.9027

Kazaryan, Emma J.

From: Norris, Nicole <nnorris@brandsafway.com>
Sent: Tuesday, December 15, 2020 6:13 AM
To: Riapos, Karen
Subject: RE: Interview - Wes Powell - Contract Recruiter

Karen,

How did it go with Wes?

Nicole Norris | Senior Manager, Global Talent Acquisition
BrandSafway | 678.214.3297 | nnorris@brandsafway.com

-----Original Appointment-----

From: Norris, Nicole
Sent: Tuesday, December 8, 2020 10:18 AM
To: Norris, Nicole; Riapos, Karen
Subject: Interview - Wes Powell - Contract Recruiter
When: Monday, December 14, 2020 3:30 PM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Karen to call Wes (404) 791-8277

Exhibit 3

From: Jones, Kayla <kjones@brandsafway.com>
Sent: Wednesday, December 9, 2020 9:36 AM
To: Nannette Basa
Subject: FW: Documents-Nanette Basa
Attachments: Nanette Basa-Cover Letter 12.8.20.docx; Exit Final Pay Benefits Exit Information 09 10 20.docx; Nanette Basa Separation Agreement 12.08.20.pdf

Hi Nannette!!

I realize that I did spell your name incorrectly...I left out an "n"!!! 😊

See communication below and documents attached. Let me know if you have any questions at all.

Kayla Jones | Human Resources

Brand Industrial Services | 1325 Cobb International Dr. | Kennesaw, GA 30152
P: 678 285 1419 | C: 470-707-4940



From: Jones, Kayla <kjones@brandsafway.com>
Sent: Tuesday, December 8, 2020 4:10 PM
To: nanettebasa@yahoo.com
Cc: Jones, Kayla <kjones@brandsafway.com>
Subject: Documents-Nanette Basa

Hi Nanette

Attached are the documents we discussed.

To recap:

1. Please reach out to me at kjones@brandsafway.com to let me know if you have any questions upon review of the documents.
 - Important Reminders:
 - You have 45 days to consider the severance offer
 - If you decide to accept the transition package, please return signed agreement to the contact/address indicated in the agreement
 - There is a 7 day revocation period. If we do not receive formal revocation notice from you 7 days after execution of the agreement, we will proceed to initiate severance payments.
2. PC Depot will be sending to your home address below packaging material to return company assets:
16723 24th Dr. SE
Bothell, WA 98012

Again, please reach out with any questions.

Thanks.

Kayla Jones | Human Resources

Brand Industrial Services | 1325 Cobb International Dr. | Kennesaw, GA 30152
P: 678 285 1419 | C: 470-707-4940



Exhibit 4

HONORABLE MICHELLE L. PETERSON

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

NANNETTE BASA, an individual,

Plaintiff,

v.

BRAND SHARED SERVICES, LLC, a
Delaware corporation,

Defendant.

Case No. 2:21-cv-00754 MLP

DEFENDANT'S OBJECTIONS AND
RESPONSES TO PLAINTIFF'S FIRST
INTERROGATORIES AND REQUESTS
FOR PRODUCTION

Defendant Brand Shared Services, LLC ("Defendant") responds to Plaintiff Nannette Basa's ("Plaintiff") First Interrogatories and Requests for Production as follows:

PRELIMINARY STATEMENT

The information contained in each response is based only on the information currently available to Defendant. These responses are made solely for purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and all other objections and grounds which would require the exclusion of any statements contained herein, if such statements were made by a witness present and testifying at court. All objections and grounds are expressly reserved and may be interposed at the time of trial.

DEFENDANT'S OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST
INTERROGATORIES AND REQUESTS FOR PRODUCTION - 1
(CAUSE NO. 2:21-CV-00754 MLP)

SEYFARTH SHAW LLP
Attorneys at Law
999 Third Avenue
Suite 4700
Seattle, WA 98104-4041
(206) 946-4910

1 for each of the HR work groups. Once leadership understood where they had opportunity to
 2 streamline work within each work group, they took a closer look at the roles and responsibilities
 3 for each incumbent in those roles and made a determination of which roles to eliminate.

4 **INTERROGATORY NO. 5:** Please identify all individuals who were involved in
 5 the decision to the hire or create positions for Ryan Wilson, Nicole Norris and “Wes P.”, and
 6 describe each person’s participation in detail.

7 **ANSWER:** Defendant objects to this interrogatory as vague and ambiguous and to the
 8 extent it assumes that positions were “created” for Ryan Wilson, Nicole, Norris, and “Wes P.”
 9 (believed to be Wes Powell who is a contractor and not Defendant’s employee).

10 Subject to and without waiving the foregoing objections, and assuming the interrogatory
 11 seeks the names of the person who hired Ryan Wilson, Nicole Norris, and “Wes P.” (believed to
 12 be Wes Powell), Defendant answers as follows:

13 The decisions to hire Mr. Wilson and Ms. Norris were made by Director of Talent
 14 Acquisition Karen Riapos. Defendant did not hire “Wes P.” (believed to be Wes Powell) as an
 15 employee; he was a contractor.

16 **INTERROGATORY NO. 6:** Please identify all individuals who were considered
 17 for the positions that were ultimately filled by Ryan Wilson, Nicole Norris and “Wes P.”. For
 18 each individual identified, include their job title, name, age, and race/nationality.

19 **ANSWER:** Defendant objects to this interrogatory as vague and ambiguous with regard
 20 to the meaning of the phrase “were considered for the positions.” Defendant also objects to this
 21 interrogatory as overbroad, unduly burdensome, and not reasonably calculated to lead to the
 22 discovery of admissible evidence. In the ordinary course of business, Defendant does not store
 23 or maintain information related to applicants for a particular position. It would be
 24 extraordinarily difficult for Defendant to try to scour through its records to try to reconstruct the
 25 hiring process for the roles that Mr. Wilson and Ms. Norris were ultimately hired into.

26
 DEFENDANT’S RESPONSES TO PLAINTIFF’S FIRST INTERROGATORIES
 AND REQUESTS FOR PRODUCTION - 8
 (CAUSE NO. 2:21-CV-00754 MLP)

SEYFARTH SHAW LLP
 Attorneys at Law
 999 Third Avenue
 Suite 4700
 Seattle, WA 98104-4041
 (206) 946-4910

1 In addition, Defendant objects to this interrogatory because it invades the privacy
 2 interests of individuals who are not parties to this lawsuit and who may not be even be employed
 3 by Defendant. Those individuals have legitimate privacy interests in their personal demographic
 4 (age, race/nationality) information; the fact that they applied for a job with Defendant; and the
 5 fact that they did not receive the job.

6 Subject to and without waiving the foregoing objections, Defendant answers as follows:
 7 Plaintiff Nannette Basa was approached with regard to the positions ultimately filled by Mr.
 8 Wilson and Ms. Norris, but she indicated she was not interested in recruiting, which is what
 9 these positions entail.

10 **SUPPLEMENTAL ANSWER:** Subject to and without waiving the foregoing
 11 objections, Defendant supplements as follows -- Plaintiff was the only other person considered
 12 for these positions.

13 **REQUESTS FOR PRODUCTION**

14 *All responsive documents may be produced either on paper or searchable .PDF.* Plaintiff
 15 reserves the right to request documents in native electronic format as may be requested in a later
 16 date. All spreadsheets and WORD documents should be produced electronically in their native
 17 format.

18 **REQUEST FOR PRODUCTION NO. 1:** Please produce copies of all documents
 19 relating to Plaintiff contained in any file maintained by Defendant, however named and wherever
 20 maintained, including but not limited to the Plaintiff's employee files, personnel files, medical
 21 files, etc.

22 **RESPONSE:** Defendant objects to this request for production to the extent it seeks
 23 attorney client privileged material and attorney work product. Defendant further objects to this
 24 request as vague and ambiguous, overbroad, and unduly burdensome. Subject to and without
 25 waiving the foregoing objections, Defendant will produce Plaintiff's personnel records, medical
 26 records, and pay records.

DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST INTERROGATORIES
 AND REQUESTS FOR PRODUCTION - 9
 (CAUSE NO. 2:21-CV-00754 MLP)

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1 DATED: January 14, 2022.

SEYFARTH SHAW LLP

3 By: /s/Emma Kazaryan

4 Helen M. McFarland, WSBA No. 51012

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12 *Attorneys for Defendant Brand Shared*
13 *Services, LLC*

26 DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST INTERROGATORIES
AND REQUESTS FOR PRODUCTION - 12
(CAUSE NO. 2:21-CV-00754 MLP)

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Seattle, WA 98104-4041
(206) 946-4910

Exhibit 5

From: Riapos, Karen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7FC01423A1294E04AAA0932E787D8001-RIAPOS, KAR>
To: Newman, Meg
Sent: 7/21/2020 11:29:06 AM
Subject: Meg/Karen 1:1
Attachments: Revised Pricing for BrandSafway 070820_F (003).pdf

Meg/Karen 1:1

Tuesday, July 21, 2020
 3:00 PM

Applicant Tracking System

- **Workday (Finishing up Business Case)**
 - Pricing
 - [REDACTED]
 - Final Demo:
 - Craft Labor - complete
 - Corporate & SG&A
- **iCIMS**
 - Pricing
 - [REDACTED] - one-time implementation service fee
 - [REDACTED] month subscription fee ([REDACTED] annually)

MSP/VNDLY

- VNDLY
 - Working site by site to add current vendors to VNDLY
 - Reporting issues between temps in VNDLY and temps not in VNDLY
 - Working with Daniel and his team to remedy issues
- MSP (Managed Service Provider)
 - NextSource
 - Negotiating pricing and terms
 - § [REDACTED] fee charged back to the agencies
 - § BrandSafway to pick up the difference (~\$[REDACTED] monthly or \$[REDACTED] annually)
 - Nannette's salary elimination would offset this cost
- MSP will be the POC for all contingent labor needs
 - Over the next 2-3 years we will work to bring it back in-house to manage

Team

- TA Hiring Needs:
 - TA Operations Manager - Kristen and Myria are not interested at this time
 - Posted and actively recruiting for a TA Ops Mgr
 - Contract Recruiter (Kennesaw)
 - Low quality candidates so far; have a few people Nicole has referred that may do a temp-to-perm
- Ryan Wilson
 - Updates: [REDACTED]
 - [REDACTED]
- Nannette Basa

- Once we have the MSP confirmed and working with VNDLY we will let Nannette go
- Nicole Norris
 - She is fine doing recruiting but does not want to do this FT
 - Her strength/interest is in the initiatives and managing of people
 - Have her manage new recruiters as they come onboard
 - Continue to be the E&I lead and C&I until Ryan returns
 - Additional:
 - § **BLP**
 - § **Interns/Co-op Programs**
 - § **Diversity Recruiting Strategy**
 - § **Employment Branding** (LinkedIn, GlassDoor etc.)
 - § **Workforce Planning**
 - Begin meeting with BU President/HRVP/leaders to discuss/plan future employment needs
 - § **General HM Training** (interviewing/hiring diverse talent)

Pre-boarding

- Drug and background vendor RFP - working with Daniel McDaniel
 - Accurate/CBES
 - First Advantage
 - Hireright
 - Sterling
 - Checkr

Created with Microsoft OneNote 2016.

Exhibit 6



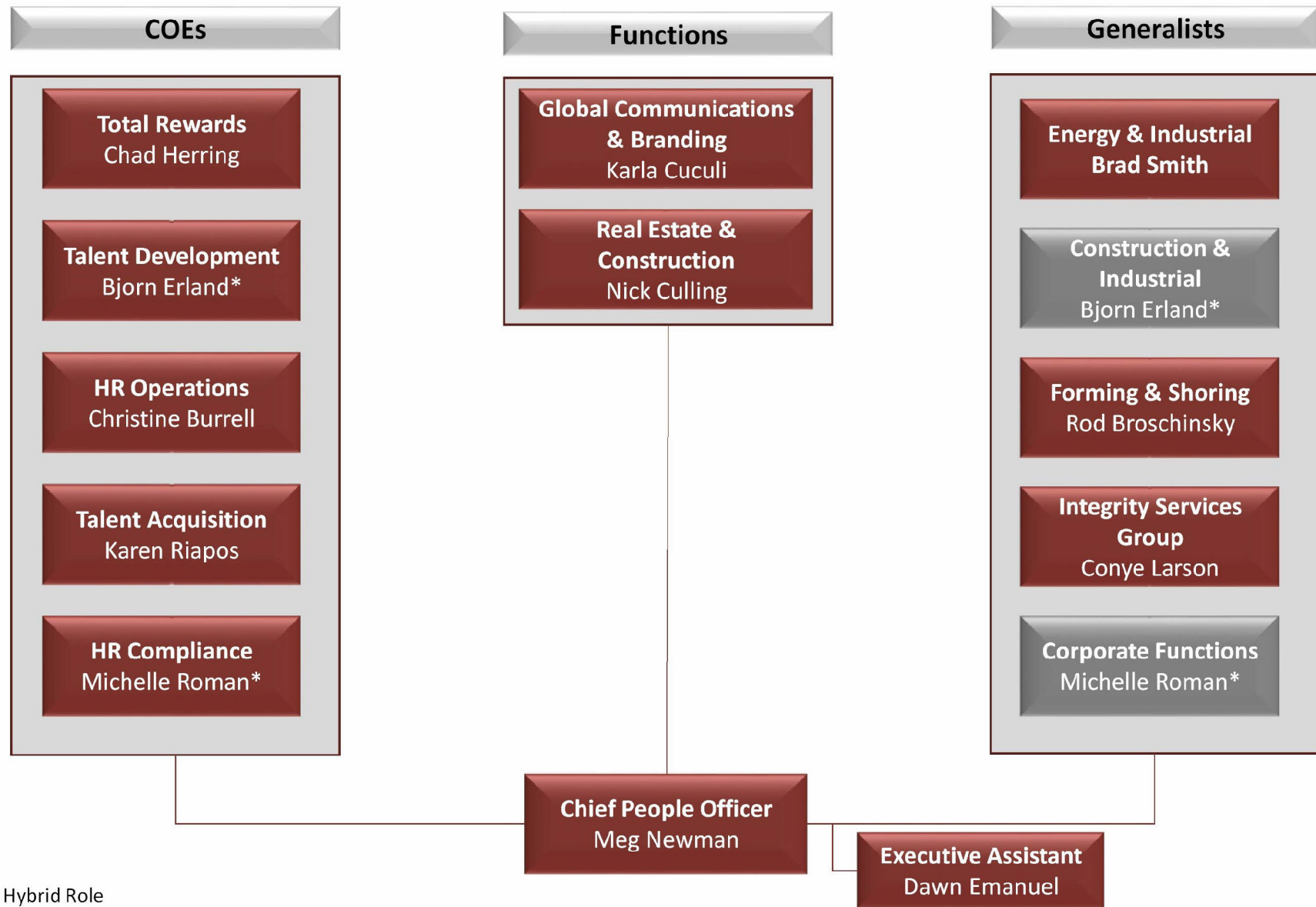
HR Org Charts as of August 11, 2020

At Work For You™

BRAND > **SAFWAY**™



HRLT



At Work For You™

BRAND SAFWAY™

Talent Acquisition

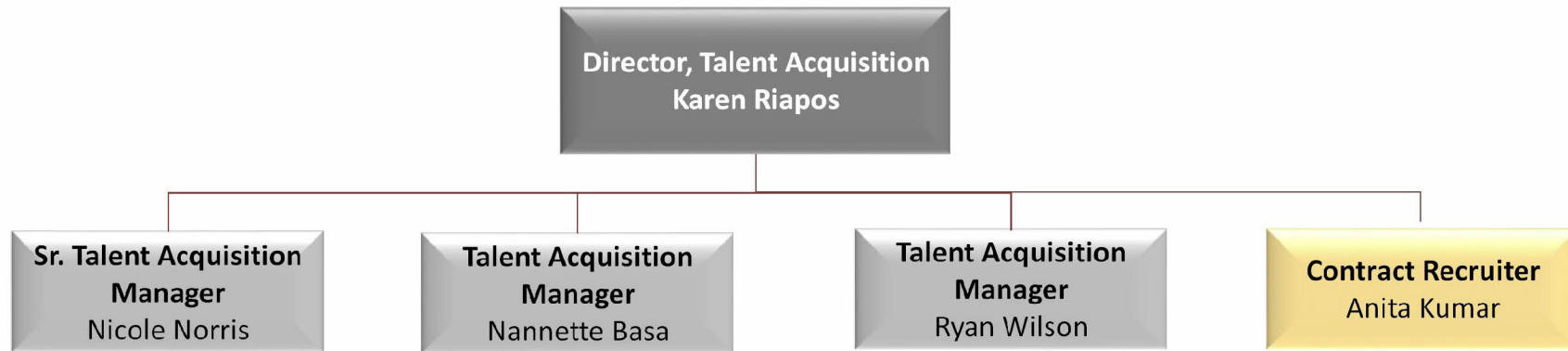


Exhibit 7

[REDACTED]

From: Newman, Meg
Sent: Wednesday, September 23, 2020 8:18 AM
To: Riapos, Karen
Subject: Re: Thank you for session

Thanks Karen!

Get [Outlook for iOS](#)

From: Riapos, Karen <kriapos@brandsafway.com>
Sent: Wednesday, September 23, 2020 10:48 AM
To: Newman, Meg
Subject: Re: Thank you for session

Hey Meg,

Sorry for the delay in getting back to you, spotty service in the mountains. Nanette has been involved in the entire RFP process with the MSP and we have spoken in-depth about what they will be doing. I have told her, that she will be the point person for the MSP as well as turning her focus to the ATS implementation and all other TA Ops (careers page, job boards, direct employers, LinkedIn etc.)

At this point, we are finalizing contracts for the MSP which legal is reviewing so no need for her to be involved in this part. I'll be back in civilization on Thursday afternoon so can give you a quick call to catch up.

Thanks!

Karen

Get [Outlook for iOS](#)

From: Newman, Meg <mnewman@brandsafway.com>
Sent: Tuesday, September 22, 2020 9:32:47 PM
To: Riapos, Karen <kriapos@brandsafway.com>
Subject: FW: Thank you for session

Hey there!

I know you are out this week and I hope you are feeling better, but wanted to share this with you. Nannette followed up with me after a Listening session. I am set to talk to her on Friday, but if you have any insights to share, let me know. Otherwise, I will let you know how it goes.

Thanks,

Meg

Meg Newman
Brand Industrial Services

1325 Cobb International Drive Ste. A-1

Kennesaw, Georgia 30152

BRAND SAFWAY

P 678-214-4553

mnewman@brandsafway.com

From: Newman, Meg

Sent: Tuesday, September 22, 2020 8:47 PM

To: Basa, Nannette <nbasa@brandsafway.com>

Subject: RE: Thank you for session

Hi Nannette,

Thanks so much for reaching out. I will find time for us to talk through your concerns.

Thanks as well for sharing the article, it's very impressive how you and your family adapted to homeschooling. I am so impressed with your foresight and how you built cubicles in your home!! I definitely want to hear more about that!!

Talk to you soon!

Meg

Meg Newman

Brand Industrial Services

1325 Cobb International Drive Ste. A-1

Kennesaw, Georgia 30152

BRAND SAFWAY

P 678-214-4553

mnewman@brandsafway.com

From: Basa, Nannette <nbasa@brandsafway.com>

Sent: Monday, September 21, 2020 2:26 PM

To: Newman, Meg <mnewman@brandsafway.com>

Subject: Thank you for session

Hi Meg,

I wanted a chance to speak to you further about VNDLY and the contingent labor program. Please let me know when you have time. The program is continued to expand and evolve and although I understand there is plans to bring in an MSP-I am not included in the scope of the MSP nor what plans are for me in the future.

On a separate note, this is an article that was published last Friday in our community newspaper. It's on our family and remote learning.

<https://www.millcreekbeacon.com/story/2020/09/18/news/remote-learning-is-a-fit-for-local-family/11689.html>

Nannette

Nannette Basa | Talent Acquisitions Manager

Brand Industrial Services

425.951.0818

nbasa@brandsafway.com | www.brandsafway.com



Visit brandsafway.dejobs.org/ for career opportunities

Exhibit 8

HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

NANNETTE BASA, an individual,

Plaintiff,

v.

BRAND SHARED SERVICES, LLC, a
Delaware corporation,

Defendant.

Case No. 2:21-cv-00754 JLR

DEFENDANT'S INITIAL
DISCLOSURES

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant, BRAND SHARED SERVICES, LLC ("*Defendant*"), provides its Initial Disclosures. Defendant has not yet completed discovery concerning the factual basis of its claims and defenses. Defendant's disclosures are based on its investigation and discovery of the facts and circumstances relating to the allegations in this action as of the date herein, and, therefore, Defendant reserves the right to present supplemental responses, as necessary, to the disclosures provided herein.

I. GENERAL STATEMENT

1. By providing any information pursuant to Fed. R. Civ. P. 26(a)(1), Defendant does not concede the materiality or relevance of the subject to which it refers. Defendant's responses are made expressly subject to, and without waiving or intending to waive, any questions or objections as to the competency, relevancy, materiality, privilege, or admissibility as

DEFENDANT'S INITIAL DISCLOSURES - 1
(CAUSE NO. 2:21-CV-00754 JLR)

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(206) 946-4910

evidence or for any other purpose, of any of the information produced or identified herein, in any proceeding including the trial of this action or any subsequent proceeding.

2. Identification of any document that is privileged or is otherwise immune from discovery shall not constitute a waiver of any privilege or of any other ground for objecting to discovery with respect to that document or any other document, or its subject matter, or the information contained therein, or of Defendant's right to object to the use of any such document or the information contained therein during any proceeding in this litigation or otherwise.

3. Defendant is continuing to search for documents and information relevant to this litigation and, therefore, reserve the right to supplement their responses. Defendant also reserves the right to object to the future disclosure of any such documents and/or information.

II. INITIAL DISCLOSURES

Provision 26(a)(1)(A):

The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

Response to Provision 26(a)(1)(A):

The following individuals may presently have (or have had in the past) discoverable information that Defendant may use to support their defenses, with the exception of Plaintiff, all individuals may be contacted through Defendant's counsel:

Name	Title	Subject of Information
Nannette Basa	Plaintiff	Plaintiff has information about her employment with Defendant, the allegations in her Complaint, her alleged damages, and her efforts to mitigate her damages (if any).

Name	Title	Subject of Information
Rodney Broschinsky	Vice President Human Resources	Mr. Broschinsky may have information regarding Plaintiff's employment with Defendant and Plaintiff's allegations in this lawsuit. Mr. Broschinsky may have information about Plaintiff's job duties and performance, and the facts and circumstances regarding her layoff. Mr. Broschinsky is an employee of Defendant and may be contacted only through counsel.
Karen Riapos	Director of Talent Acquisition	Ms. Riapos may have information regarding Plaintiff's employment with Defendant and Plaintiff's allegations in this lawsuit. Ms. Riapos may also have information regarding Plaintiff's job duties and performance, and the facts and circumstances regarding Plaintiff's layoff. Ms. Riapos may further have information about Defendant's staffing for recruiters during and following Plaintiff's layoff. Ms. Riapos is an employee of Defendant and may be contacted only through counsel.
Michelle Roman	Vice President of Human Resources and HR Compliance	Ms. Roman may have general information regarding Plaintiff's employment with Defendant. Ms. Roman may also have information regarding Defendant's policies and procedures, and human resources practices. Ms. Roman is an employee of Defendant and may be contacted only through counsel.
Kayla Jones	Senior Human Resources Manager	Ms. Jones may have general information regarding Plaintiff's employment with Defendant. Ms. Jones may also have information regarding Defendant's policies and procedures, and human resources practices. Ms. Jones is an employee of Defendant and may be contacted only through counsel.

Name	Title	Subject of Information
Ryan Wilson	Manager of Talent Acquisition	Mr. Wilson may have general information regarding Plaintiff's employment with Defendant. Mr. Wilson may also have information regarding Defendant's policies and procedures. Mr. Wilson is an employee of Defendant and may be contacted only through counsel.
Regina Sibert	HR Coordinator	Ms. Sibert may have general information regarding Plaintiff's employment with Defendant. Ms. Sibert may also have information regarding Defendant's policies and procedures. Ms. Sibert is an employee of Defendant and may be contacted only through counsel.
Meg Newman	Executive Vice President and Chief People Officer	Ms. Newman may have general information regarding Plaintiff's employment with Defendant. Ms. Newman may have information regarding Defendant's policies and procedures, and human resources practices. Ms. Newman is an employee of Defendant and may be contacted only through counsel.

In addition to the foregoing persons, Defendant identifies anyone that Plaintiff may identify in her disclosures or discovery responses as persons who may have discoverable information or, otherwise, may have knowledge regarding Plaintiff's allegations. Also, any individuals identified in materials exchanged during discovery may have discoverable information as to the subjects referenced in those materials.

Provision 26(a)(1)(B):

A copy of, or a description by category and location of, all documents, electronically stored information, and other tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

Response to Provision 26(a)(1)(B):

Defendant's disclosures are made based upon information currently available and only as relating to the claims of Plaintiff or Defendant's general policies and practices regarding the

1 claims in the operative Complaint. By disclosing this information, Defendant does not waive
 2 any attorney-client privilege, any work product privilege or any other privilege and reserves its
 3 right to supplement, amend, and/or withdraw information provided herein. Defendant's
 4 investigation of the facts underlying Plaintiff's claims and Defendant's defenses continues and
 5 Defendant will supplement these initial disclosures as appropriate.

6 The following documents in Defendant's possession may be used to support Defendant's
 7 claims or defenses:

- 8 1. Plaintiff's personnel records;
- 9 2. Plaintiff's pay records;
- 10 3. Relevant portions of Defendant's policies and procedures governing terms and
 11 conditions of Plaintiff's employment;
- 12 4. Documents anticipated to be produced and/or identified in pleadings, written
 13 discovery responses, responsive documents, documents subpoenaed and obtained
 14 from non-parties, and the deposition of Plaintiff and other witnesses in this
 matter;
- 15 5. Documents regarding Plaintiff's performance, including warnings and records of
 discussion; and
- 16 6. Documents provided to Plaintiff upon her layoff in December 2020.

17 The above-referenced documents are in the custody, control and possession Defendant.
 18

19 **Provision 26(a)(1)(C):**

20 A computation of any category of damages claimed by the disclosing party, making available for
 21 inspection and copying under Rule 34 the documents or other evidentiary material, not privileged
 or protected from disclosure, on which such computation is based, including materials bearing on
 the nature and extent of injuries suffered.

22 **Response to Provision 26(a)(1)(C):**

23
 24 Defendant denies that Plaintiff is entitled to any damages under any claims contained in
 25 the Complaint. At this time, Defendant does not allege any of its own damages, but reserves the
 26

1 right to supplement or modify this response to the extent that discovery discloses damages to
2 Defendant, and to assert any applicable claim for costs and/or fees.

3 **Provision 26(a)(1)(D):**

4 For inspection and copying under Rule 34, any insurance agreement under which any person
5 carrying on an insurance business may be liable to satisfy part or all of a judgment which may be
6 entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

7 **Response to Provision 26(a)(1)(D):**

8 Defendant does not have any insurance agreement at issue in this lawsuit.

9 DATED: September 10, 2021.

SEYFARTH SHAW LLP

10 By: s/ Helen M. McFarland

11 Helen M. McFarland, WSBA No. 51012

12 Emma Kazaryan, WSBA No. 49885

13 999 3rd Avenue, Ste. 4700

14 Seattle, WA 98104

15 P: (206) 946-9423

16 F: (206) 299-9974

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18 ekazaryan@seyfarth.com

19 Attorneys for Defendant Brand Shared
20 Services, LLC
21
22
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25
26